

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 23	
1. REQUEST NO. DE-RQ07-00ID00493		2. DATE ISSUED 1/20/00		3. REQUISITION/PURCHASE REQUEST NO. 07-00ID00493.000		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 RATING	
5a. ISSUED BY U.S. DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE						6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)							
NAME JANET K. SURRUSCO			TELEPHONE NUMBER AREA CODE: 208 NUMBER: 526-5477			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
						9. DESTINATION	
8. TO:						a. NAME OF CONSIGNEE U.S. DEPTARMENT OF ENERGY, IDAHO	
a. NAME TO PROSPECTIVE OFFERORS			b. COMPANY			b. STREET ADDRESS 850 ENERGY DR., MS 1137	
c. STREET ADDRESS						c. CITY IDAHO FALLS	
d. CITY			e. STATE		f. ZIP CODE ID 83401-1563		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) FEBRUARY 3, 2000			IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/ SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	PROVIDE QUOTE FOR EAP SERVICE FOR THE U.S. DEPARTMENT OF ENERGY, IDAHO OPERATIONS OFFICE AS INDICATED IN THE FOLLOWING PAGES.						
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
							NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER							
b. STREET ADDRESS					16. SIGNER		
c. COUNTY					a. NAME (Type or print)		b. TELEPHONE
							AREA CODE
d. CITY			e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

U.S. Department of Energy, Idaho Operations Office Employee Assistance Program

Introduction:

This Request for Quotations (RFQ) supports the U. S. Department of Energy, Idaho Operations Office (DOE-ID) requirement, in accordance with 42 U.S.C. 4541 (Public Law 91-616, as amended), 21 U.S.C. 1101 (Public Law 92-255, as amended), and Federal Personnel Manual 792, to establish an Employee Assistance Program (EAP) for its employees (approximately 370 employees). The EAP will provide DOE-ID employees, their immediate family members, and supervisors with guidance, short term counseling, and referral for a myriad of problems which adversely affect the employee's personal life and job performance, i.e., alcoholism, drug abuse, mental health disorders, personal loss or crises, financial problems, childcare/eldercare, legal problems, tax (audit) questions, etc. Employees may have access to the program by self-referral or may be referred to the program by a supervisor or manager.

This award has been exclusively set aside for small business concerns; will be for a period of three years; will be firm fixed-price, and may not exceed \$100,000. The SIC code for this acquisition is 8322 and the business size standard is \$5 million [average annual receipts for 3 preceeding fiscal years].

Please disregard reference to SF 1449. SF 18 will be used for submittal of quote.

Scope of Work:

The EAP will provide DOE-ID employees, their immediate family members, and supervisors with guidance, short term counseling, and referral for a myriad of problems which adversely affect the employee's personal life and job performance, i.e., alcoholism, drug abuse, mental health disorders, personal loss or crises, financial problems, childcare/eldercare, legal problems, tax (audit) questions, etc. Employees may have access to the program by self-referral or may be referred to the program by a supervisor or manager.

DOE-ID requires counseling services that shall include: (a) matters relating to problem identification; (b) short-term counseling (up to 5 counseling hours per problem per person per calendar year); (c) referral for long-term treatment or rehabilitation to an appropriate community service or professional resource; and (d) follow-up to assist an employee in achieving an effective readjustment to the job during and after treatment.

Counseling services shall also include:

1. Acceptance of management, supervisory, or self-referral;
2. Evaluation of problem(s) presented;
3. Provision of short-term counseling (up to five (5) counseling hours per problem per person per calendar year);
4. Referral of employees and family members to community or other treatment resources as appropriate;

5. Monitoring and maintenance of case files and reporting with recommendations on employee progress, as authorized;
6. Supervisory and management consultations;
7. Training of DOE-ID supervisors, managers, personnel staff, and diversity staff;
8. Statistical, program utilization, and trend analysis reporting to DOE-ID and compilation of program reports for higher headquarters or others;
9. Coordination with the DOE-ID Employee Assistance Program Manager;
10. Publicity and education to enhance program awareness and utilization; and
11. Provision for critical Incident Stress Debriefing (CISD) interventions.

STATEMENT OF WORK

1. Acceptance of Management, Supervisory, or Self-referrals.

The contractor will accept management, supervisory, or self-referrals, as well as referrals from other medical personnel providing health services to DOE-ID employees. Referrals will be accepted from anyone who identifies himself/herself or the party they are referring as a DOE-ID employee or immediate family member of a DOE-ID employee. The contractor will consult with the referring party, providing guidance where appropriate, in addressing the concerns presented, such as, job behavior or performance problem(s).

The scope of employee counseling services is restricted to: (a) matters relating to problem identification; (b) short-term counseling (up to 5 counseling hours per problem per person per calendar year); (c) referral for long-term treatment or rehabilitation to an appropriate low or no-cost community service or professional resource; and (d) follow-up to assist an employee in achieving an effective readjustment to the job during and after treatment. These services will be scheduled to begin no more than 48 hours after the initial request.

In addition, the contractor shall maintain a system which provides immediate employee access to emergency services from qualified staff at all times (i.e., contact with a counselor shall occur within one hour after initial emergency request). A list of affiliate providers in all locations will be submitted to the EAP Manager within 60 days following contract award and will be updated on a quarterly basis if changes occur.

Management or Supervisory-initiated Referral. When a manager or supervisor regarding referral of his/her employee(s) contacts a counselor, the manager/supervisor will be provided services including, but not limited to, the following.

- Guidance in identifying and documenting specific instances when an employee's poor work performance, behavior, or attendance fails to meet minimum standards, or where the employee's pattern of performance appears to be deteriorating.

- How to conduct an interview with the employee, focusing on the problem behavior or poor work performance, and how to inform the employee of available counseling services.
- What to do if the employee refuses help and performance or work behavior continues to be unsatisfactory.

In addition, the counselor will contact the DOE-ID EAP Program Manager.

Self-initiated referral. When an employee self-refers to the program, he/she or his/her family member will receive short-term counseling or, as appropriate, referral to low or no-cost community resources or other facilities for appropriate assistance.

- In such self-referral situations, the confidentiality requirements will be strictly observed and the employee will not be required to sign a consent authorizing release of information to his/her supervisor. However, in some situations, the employee may choose to authorize release of information to interested parties.
- If a self-referred employee drops out of a treatment program, documentation of the case file should show that this has taken place and no further action shall be taken.
- Should a voluntary referral counseling case be in progress and the employee's supervisor contacts the counseling staff of the program with documentation of the employee's work performance deterioration or aberrant behavioral patterns at work, the Employee Assistance Program contractor will confer with the supervisor, as in a management or supervisory-initiated referral, but will strictly adhere to the confidentiality requirements, giving no indication of the employee's previous self-referral. The employee may then, if appropriate, be contacted and advised of the potential need to sign a consent to give information to the supervisor.

2. Evaluation of Problem(s) Presented:

Short-term, in person (fact-to-face) counseling and/or direct referral counseling will normally be offered to employees and their families. Telephone counseling may be conducted when unusual circumstances dictate this need but will not continue regularly or be used for the entire counseling process. The counselor's activities will first be directed toward evaluation. The counselor will interview the employee, and with the employee's knowledge and written consent, obtain the appropriate information, including medical history if needed, to determine the nature of the problem.

If appropriate, the employee shall be referred by the EAP contractor for further medical evaluation, diagnostic workup, and such other health or psychiatric evaluation as appropriate case management indicates. When necessary, the employee will be referred to community or other resources in such a manner as will assure appropriate and skillful management of the problems presented.

3. Short-term Counseling:

The contractor shall maintain adequate geographically dispersed affiliate providers to allow for acceptance, evaluation, and short-term counseling during normal employee working hours within the commuting area and crisis counseling 24 hours a day.

Up to five counseling hours per problem, per person, per calendar year may be provided by the central EAP contractor or an affiliate provider.

Counseling sessions will be in person (face-to-face). Telephone counseling may be conducted when unusual circumstances dictate this need but will not continue regularly or be used for the entire counseling process.

4. Referral to Appropriate Community Treatment Resources:

The contractor will be familiar with the provision of the Federal employees' health insurance plans and the coverage under these plans relative to alcohol and drug treatment and counseling and mental health or psychiatric treatment and counseling. Brochures outlining the primary federal health insurance plans will be provided to the EAP contractor upon request to the EAP Manager. Referrals will be made with consideration of the employee's financial ability and insurance benefits available. Therefore, the contractor must develop and maintain a working relationship with community resources that offer treatment and rehabilitative assistance on a no-cost or sliding scale basis.

After professional assessment of the presenting problem(s), if it is not likely that the issue will be resolved within the five short-term counseling visits available, the counselor shall: advise the employee of appropriate, available community treatment resources; help make arrangements for utilizing such services; and encourage the employee to participate in the program. The contractor may also make immediate referral or offer another alternative, following assessment, should the client request it. This should be done particularly in the event that the client or counselor perceive any barrier to successful communication (e.g., the counselor and client are acquainted as may occur in small communities, the client expresses a preference for a counselor of the same gender, etc.).

5. Monitoring and Reporting Employee Progress:

The contractor will plan, develop, use, maintain, and manage a records system in accordance with applicable laws and regulations relating to alcohol and drug abuse, alcoholism prevention, mental/emotional problems, and treatment and rehabilitation, as well as the Privacy Act of 1974 and other applicable laws, regulations, and guidelines governing confidentiality of medical/counseling records, and will be subject to the penalties imposed by such laws for improper disclosure.

The contractor shall be responsible for maintaining complete, individual case files for employees or family members referred for assistance. Such case records will be maintained in accordance with the confidentiality requirements of Public Law 93-282 and the implementing Federal regulations of 42 CFR, part 2, as well as

Public Law 93-579 (Privacy Act). Records shall be maintained and disposed of, in accordance with the law, upon completion and/or termination of this contract.

6. Supervisory and Management Consultations:

Counselors shall establish a method of monitoring the employee's progress in, and cooperation with, the recommended treatment. Where appropriate and allowed by the confidentiality requirements, the counselor shall also apprise the referring supervisor or management official of the employee's progress in treatment, assisting where possible in job adjustment, and offering recommendations for how to both support the needs of the employee while concurrently addressing workplace objectives.

The EAP contractor shall assure the needs of the employee, supervisor, and agency are met throughout the treatment process. This involves such coordination as oversight of rehabilitation efforts and their relationship to job performance, to the family, to the professional staff, or other treatment resources. Confidentiality requirements must be met throughout this process. Counselors shall maintain ongoing contact with the community treatment program to which the employee is referred and ongoing contact with the employee for the duration of the employee's participation or longer if indicated.

7. Training of DOE-ID Managers, Supervisors, Personnel Staff, Diversity Staff:

The contractor shall provide an ongoing EAP training program for the DOE-ID managers and employees. At a minimum, the training program shall have:

Initial information sessions outlining fundamental services will be conducted for managers, supervisors, personnel staff, and the diversity staff within 180 days after the contract award date. This training will be provided to approximately 100 employees at DOE-ID.

Initial recurring information sessions for newly appointed supervisors and staff will be arranged, as numbers dictate, not to exceed a total of three sessions per calendar year. Training is to be conducted at locations to be determined by DOE-ID.

The training plan and approval of the plan for conducting both the initial training and the initial recurring training will be processed in accordance with the following paragraph.

The training of these employees about the Employee Assistance Program shall include, but is not limited to, the following topics, each of which will be addressed in the detailed outline, objectives, and summary of the training program.

- a. Availability of advice and consultation for supervisors and other management, personnel staff, diversity staff, and employees;
- b. Supervisor's role in dealing with a problem employee (intervention);

- c. Need for client privacy and confidentiality;
- d. Self versus management referrals (the referral process); and
- e. Method of providing feedback to referring official.

The contractor will provide packaged training materials at the contractor's expense to each attendee at each training session. Appropriate training shall be designed to help attendees use the program effectively. All educational materials (e.g., books, pamphlets, reports, etc.) purchased by the contractor under the terms of this contract for use in the development of training programs for DOE-ID shall be considered to be the property of DOE-ID.

DOE-ID will provide necessary space and facilities for training sessions and such items as film projectors, video equipment, etc., through advance coordination with appropriate EAP Program Manager.

8. Statistical Program Utilization and Trend Analysis and Progress Reporting to DOE-ID:

The contractor will prepare and submit the following reports:

- a. Report of training/educational sessions held, to include a listing of participants by name and location. This report will include a summary of material covered, samples of training materials distributed, and name(s) of instructor(s). Evaluation by the participants as to the applicability and effectiveness of training will be summarized in this report, with the evaluation criteria to be developed by the contractor and approved by DOE-ID. This report will be required monthly during the initial training period (90 days) and quarterly thereafter.
- b. On an annual basis, and no later than December 15th of each year, the contractor shall prepare and provide to the DOE-ID EAP Manager a statistical analysis, broken down by quarter, which shall include, but is not limited to:
 - I. Case workload distribution.
 - (1) Number of new cases by month.
 - (2) Cases active and number of counseling encounters per month.
 - (3) Average of encounters/cases by month.
 - (4) Hours used and hours per encounter per month.
 - II. Quarterly summary of distribution of cases by sex and marital status.

- III. Number and percent of cases completed in 90 days or less.
- IV. Quarterly distribution by number and percent of cases by type of problem presented.
- V. Quarterly distribution of cases by major location, number, and percent.
- VI. Quarterly distribution of cases by age.
- VII. Quarterly distribution of cases by grade.

9. Coordination with DOE-ID Employee Assistance Program Manager:

As the need arises, the contractor is responsible for informing the DOE-ID EAP Manager, within 24 hours, of any direct requests from management for nonrecurring involvement, such as crisis intervention. Identification of potential problem situations, requests for special training, management consultations that could require related program advice, etc., prior to beginning work.

The contractor is also responsible for responses to requests from the EAP Manager for information relative to the contract, within 10 days; such as, requests for special reports, inquiries on billings, etc.

10. Awareness (Publicity) of the Program to all DOE-ID Employees:

The contractor and/or the affiliate provider shall develop and conduct employee education programs designed to inform employees about the DOE-ID Employee Assistance Program and, in general, about alcohol and drugs, dependency and addiction, and its impact on the family during special campaigns, such as, the annual Red Ribbon Program.

The contractor shall provide posters to publicize the program in sufficient quantity to allow posting at each of DOE-ID's work sites (one for every 15 employees).

In addition, the contract shall provide, during the first 90 days of the contract and in coordination with the supervisory training, an all-employee distribution brochure/letter to acquaint each DOE-ID employee with the program and how it works. Posters and brochures/letters will be submitted to the EAP Manager for distribution.

11. Provision of Critical Incident Stress Debriefing Interventions:

In the event of a sudden loss or major traumatic incident (e.g., helicopter crash, fatal accident, employee suicide, etc.), the contractor shall provide an experienced and qualified crisis counselor on site within 2-3 days thereafter to perform a Critical Incident Stress Debriefing (CISD) or similar intervention as circumstances dictate.

Requirements:

The EAP Counselors shall be mental health or financial professionals in social work, psychology, counseling, psychiatry, marriage and family counseling, or psychiatric nursing educated at the master's or Ph.D. level, licensed in their profession in the state where they practice, with at least two years experience in the field of alcoholism and drug abuse. Counseling staff shall have demonstrated proficiency in assessing and counseling individuals with chemical and drug abuse. Proficiency may be demonstrated through experience, certification, or continuing education.

The counseling facility should be located within a 5-mile radius of the Idaho Falls, Idaho area.

Due to the sensitive nature of this program, the contractor shall ensure confidentiality and the proper safeguarding of client records in accordance with the provisions of Federal confidentiality and privacy statutes and regulations.

Approval Of Training And Other Materials:

1. Within 30 calendar days from the effective date of the contract, a detailed outline, objectives, and summary of the manager/supervisor training program, with informational references plus training attendance roster and sample attendance evaluation sheets, shall be provided to the DOE-ID EAP Manager. Employee education and publicity materials shall also be provided. The actual length of this training will be determined by the plan submitted by the contractor and approved by DOE-ID. .
2. DOE-ID will approve or disapprove the submitted material in writing by the EAP Program Manager within 15 working days from the receipt of the program through appropriate consultation with the contractor. If DOE-ID determines changes are necessary, the contractor shall submit the revised material within five working days from receipt of comments from DOE-ID.
3. The contractor shall provide DOE-ID, within 20 working days after each manager/supervisor training session, a listing of all participants who have successfully completed the training program.

Submittal Instructions:

Below is a list of items to be completed and included in the submitted quote.

- Complete the Request for Quotations (SF 18), including signature and price.
- Complete 52.212-3 Offeror Representations and Certifications--Commercial Items (Oct 1999).
- Complete 52.219-1 Small Business Program Representations (May 1999).
- Licenses (cross reference resumé contents)

- Include a statement of offeror's qualifications and experience with a minimum of three references of similar contracts and/or subcontracts completed or currently in process within the past three years. For each reference, include:
 1. Project or contract name and number
 2. Type of contract
 3. Period of Performance
 4. Procuring Contracting Officer's name, business, and current address, telephone number, and fax number.

These references may be contacted for information on the offeror's past performance.

- Include resumé(s) of staff expected to work on this purchase order. Resumés should not exceed two pages in length. Education, licensing, years and type of experience should be discussed within the resumé.
- Provide one original and two copies of your quotation package.

Questions are to be e-mailed to surrujk@id.doe.gov by 4:00 p.m. Mountain Time, January 26, 2000, and should include the solicitation number in the reference line. Quotations are due to this office at the address listed below by 4:00 p.m. Mountain Time, February 3, 2000.

U.S. Department of Energy
Idaho Operations Office
ATTN: Janet K. Surrusco
850 Energy Drive, MS 1221
Idaho Falls, ID 83401-1563

Helpful Web Sites:

<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>

Code of Federal Regulations (CFR)
(Searchable)

<http://www.arinet.gov/far/>

Federal Acquisition Regulations (FAR)

<http://www.access.gpo.gov/nara/nara005.html>

National Archives and Records Administration
– Public Laws

ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS

TABLE OF CONTENTS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE..... 1

A.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (NOV 1999)..... 1

A.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)..... 3

**A.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(OCT 1999)..... 4**

A. 5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999) 7

**A.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS-- COMMERCIAL ITEMS (MAY 1999)..... 9**

A.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999), ALT. I (NOV 1999).... 11

A.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... 12

ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS

A.1 Notice Listing Clauses Incorporated by Reference

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SWERVICE CONTRACT ACT (SCA) MINIMUM	MAY 1989
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984

A.2 52.212-1 Instructions to Offerors--Commercial Items (Nov 1999)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
 Suite 8100
 470 East L'Enfant Plaza, SW
 Washington, DC 20407
 Telephone (202) 619-8925
 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
 Building 4, Section D
 700 Robbins Avenue
 Philadelphia, PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

A.3 52.212-2 Evaluation--Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Licensed to Operate in Idaho.

Past Performance.

Personnel Qualifications, i.e. staff qualified to perform functional areas as stated in Scope of Work.

Technical and past performance, when combined, are less important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

A.4 52.212-3 Offeror Representations and Certifications--Commercial Items (Oct 1999)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) *Common parent.*

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either--

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(iii) *Address.* The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at

<http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--(1)* Previous contracts and compliance. The offeror represents that--

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ___ are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ___ are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

A. 5 52.212-4 Contract Terms and Conditions--Commercial Items (May 1999)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of

termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

A.6 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items (May 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

- ___ (iii) Alternate II to 52.219-5.
- ___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) ___ Alternate I of 52.219-23.
- ___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ___ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ___ (18) [Reserved]
- ___ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ___ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).
- ___ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ___ (ii) Alternate I of 52.225-21.
- ___ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- X (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

A.7 52.219-1 Small Business Program Representations (May 1999), Alt. I (Nov 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8322.

(2) The small business size standard is \$5 million [average annual receipts for 3 preceding fiscal years].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(4) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

A.8 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>